EVIDENCE — RIGHT OF COURT TO CALL WITNESSES.—The admission of testimony of physicians appointed by the court to examine plaintiff in an action for injuries due to negligence, as to the result of an examination made after defendant's motion for such examination was withdrawn, is held, in *South Covington & C. Street Ry. Co.* v. *Stroh* (Ky.), 57 L. R. A. 875, to be erroneous.

The power of the court to call and examine witnesses is discussed in a note to this case.

CONSTITUTIONAL LAW — BUILDING CONTRACTS — MECHANICS' LIENS — MEDIUM OF DISCHARGE.—A statute making a contract for the construction of a building in which the contract price is payable with something besides money so far invalid as to furnish the owner no protection from the claims of subcontractors and materialmen is held, in *Stimson Mill Co.* v. *Braun* (Cal.), 57 L. R. A. 726, to be an unconstitutional infringement of the owner's right to the possession and enjoyment of his property.

MUNICIPAL CORPORATIONS — MONOPOLIES — REMOVAL OF WASTE.—A city is held, in *Iler* v. *Ross* (Neb.), 57 L. R. A. 895, to have no right to grant a monopoly to one individual by contract to enter upon the private premises of the inhabitants of the city and, at their expense, collect and remove those innoxious substances, such as ashes, cinders, and other substances not in themselves nuisances, though if allowed to accumulate, they would become such, or which may be utilized for some beneficial purpose.

INFANTS' LIABILITY FOR TORTS.—Negligence of an infant in performance of his contract to thresh grain which results in the destruction of the grain and the shed covering it by fire set by sparks from the engine is held, in *Lowery* v. *Cate* (Tenn.), 57 L. R. A. 673, not to render him liable for the loss.

With this case is a note, reviewing the authorities on liability of an infant for torts.

See 2 Va. Law Register, 466-724; 6 Id. 59.

MASTER AND SERVANT — EMPLOYERS' LIABILITY ACTS — WAIVER.—Using a switch engine without a hand hold on the tender is held, in *Coley* v. *North Carolina R. Co.* (N. C.), 57 L. R. A. 817, not to constitute an assumption of the risk of such defect by the employee, where the statute makes railroad companies liable for injuries to employees from "any defect in the machinery, ways or appliances," and makes void any agreement to waive the benefit of the statute.

With this case is a note collating the other authorities on statutory liability of employers for defects in the condition of their plant.

FIRE INSURANCE — IRON SAFE CLAUSE — EXCUSE FOR NON-COMPLIANCE.—A clause in a policy of fire insurance requiring the assured to keep the books and inventories of his business securely locked in a fire-proof safe at night and at all times when the building is not actually open for business is held, in *Phœnix Ins. Co.* v. *Schwartz* (Ga.), 57 L. R. A. 752, not to apply to a suspension of business caused by a fire raging in the vicinity and threatening the consumption of the building, the same not being actually shut up and business operations being interrupted because of the threatened danger.